vidual of what he does as agent of a corporation. *Lancaster v. Collins,* 7 Fed. 338; *Boit & McKenzie v. Whitehead,* 50 Ga. 76. In some jurisdictions an agent of an industrial corporation is chargeable with notice of equities against commercial paper, where the corporation as payee or indorsee had actual notice. *Mason v. Jones,* 7 D. C. 247; *Webb v. Moseley,* 70 S. W. (Tex.) 349. This coincides with the doctrine of the principal case, but in a few states such facts are merely evidence of bad faith to go to the jury. *Phillips v. Loyd,* 83 Ga. 536; *Martin v. Johnston,* 134 Neb. 797.

S. H. S.

CARRIERS—CARRIAGE OF PASSENGERS—BREACH OF CONTRACT—DAMAGES—HUMILIATION.—FREEMAN V. CLARK, 177 S. W. (TEX.) 1188.—When plaintiff, contemplating attending a Confederate Reunion, was induced by the traffic agent of defendant railroad to travel over its lines, and to influence his friends to do so, by the promise to furnish through first-class chair-car transportation, *held,* in an action for breach of such contract, the plaintiff could not recover for any humiliation he sustained because the friends whom he had induced to go with him were compelled to ride in inferior cars.

The following is the generally accepted rule of damages for breach of contract: The damages recoverable for breach of contract are those which might reasonably have been contemplated by the parties. *Hadley v. Baxendale,* 9 Exch. 341. Mental suffering, resulting from breach of contract, has been held not to be a subject for compensation. *Russell v. Western Union T. Co.,* 3 Dakota 315; *Beaulien v. Great Northern Ry.,* 103 Minn. 47; Sedgwick on Damages, Vol. I, p. 65. If, however, mental anguish is such a necessary and natural result of the breach of contract as that the party breaking it can be held to have contemplated such mental suffering, a recovery may be allowed. *K. and T. Ry. Co. of Texas v. Ball,* 61 S. W. (Tex.) 327. Where a carrier compelled a white woman to ride in a negro coach, it violated its contract, and for such breach is liable for the mental pain and humiliation suffered as the direct result of the breach, though unaccompanied by physical injury. See also *Cole v. Gray,* 70 Kan. 705. These cases serve as precedents for the view of the principal case upon this point at page 1189. There has been much confusion as to the test to be adopted in determining whether to allow recovery for mental anguish, distress and humiliation. The true test seems to be: "Where other than pecuniary benefits are contracted for, other than pecuniary standards will be applied in the ascertainment of damages flowing from the breach." *Wadsworth v. Western U. T. Co.,* 86 Tenn. 695. This test is borne out by the case of *Lewis v. Holmes,* 109 La. 1030, where a breach of a contract to furnish a trousseau for a bride was held naturally to involve mental suffering. See also *Smith v. Leo,* 92 Hun (N. Y.) 242. If one of the contracting parties receive special notice of circumstances that make mental suffering a natural consequence of the breach, recovery may be had. Thus, "Undertakers, who contract with parents to keep safely the body of their deceased child until they should be ready to inter the same, are liable, on breach of such contract, in damages for mental anguish caused thereby." *Reinhan v.*

Wright, 125 Ind. 536. In the principal case, the carrier cannot be said to have had notice that mental suffering would follow a breach.

C. Y. B.

CHARITIES—CHARITABLE CORPORATION—VOLUNTEER FIRE DEPARTMENT.—NEPTUNE FIRE ENGINE & HOSE CO. V. BOARD OF EDUCATION.—178 S. W. (KY.) 1138.—*Held,* a volunteer fire department which received a remuneration from the city for its services, and which was incorporated under an act that did not definitely impose upon it the duty of going to all fires, is not a charitable corporation.

After the Statute of 43 Eliz. those purposes were considered charitable in England which "that statute enumerates, or which by analogies are deemed within its spirit and intendment." *Morrice v. Bishop of Durham,* 9 Ves. 399. A Ky. statute concerning charities, after an enumeration of purposes not including volunteer fire departments, concludes, "or all grants, conveyances, etc., for any other charitable or humane purpose shall be valid if it shall point out with reasonable certainty the purposes of the charity. . . ." *Ky. Statutes 1909. Chapter 17.* The character of an institution as a public charity is not effected by this fact alone, that a fee is accepted or required from those benefited. *Centennial & Memorial Association of Valley Forge,* 235 Pa. 206; *New Eng. Sanitarium v. Stoneham,* 205 Mass. 333; *Commonwealth v. Y. M. C. A.,* 116 Ky. 711 (Burnam, C. J., dissenting). Gifts for fire protection have been held to be for a charitable purpose. *Magil v. Brown,* 16 Fed. Cases 408; *Bethlehem Borough v. Perseverance Fire Co.,* 81 Pa. 445. But fire companies organized and supported by insurance companies have been held not to be charitable corporations. *Bates v. Worcester Protective Dept.,* 177 Mass. 130; *Louisville Ry. Co. v. Louisville Fire & Life Protective Assn.,* 151 Ky. 644. *Contra, Fire Insurance Patrol v. Boyd,* 120 Pa. 624. In the principal case, no positive duty is imposed upon the corporation to go to fires, and it does not appear that the remuneration was for upkeep alone, and not for profit. It was therefore rightly held not to be a public charity.

S. H. S.

CONSTITUTIONAL LAW—14TH AMENDMENT—POLICE POWERS—SEGREGATION ORDINANCES.—HOPKINS V. CITY OF RICHMOND, COLEMAN V. TOWN OF ASHLAND, 86 S. E. (VA.) 139.—*Held,* ordinances which provided for the segregation of races in the city of Richmond and the town of Ashland, and which contained clauses providing that nothing therein should affect the location of residences made previous to the approval of the ordinances, were valid. See XXV Yale Law Journal 81.

CONTRACTS—MUTUALITY—CONTRACT OF EMPLOYMENT.—GABRIEL V. OPOZNAUER, 153 N. Y. SUP. 990.—*Held,* a contract of hiring is not void for want of mutuality where plaintiff entered into performance of her duties and would have completed, but for defendants' breach, because it did not contain any words expressly requiring plaintiff to perform; it appear-